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ITEL

Pullman

September 29, 1989

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Istel Rail Corporation

55 Francisco Street

San Francisco, California 94133

(415) 984-4000

(415) 781-1035 Fax

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 1 to Schedule No. 6 to Master Lease No.
2197-00 dated May 5, 1988, between Itel Rail Corporation
and Hartford and Slocomb Railroad Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in
three (3) counterparts, is hereby submitted for filing and
recording pursuant to 49 U.S.C. Section 11303(a), along with the
\$15 recordation fee.

Please record this Amendment under Master Lease No. 2197-00
dated May 5, 1988, between Itel Rail Corporation, as successor
in interest to both Itel Rail Corporation and Itel Railcar
Corporation, and Hartford and Slocomb Railroad Company, which
was filed with the ICC on May 13, 1988, under Recordation No.
15642.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Hartford and Slocomb Railroad Company (Lessee)
P.O. Box 2243
Dothan, Alabama 36302

This Amendment removes from Schedule No. 6 (i) fifty (50)
boxcars assigned to Massachusetts Central Railroad Company and
adds them to Schedule No. 7; and (ii) forty-three (43) flatcars
assigned to Wisconsin & Southern Railroad Company and adds them
to Schedule No. 16.

Please return to the undersigned the stamped counterparts not
required for filing purposes, together with the ICC fee receipt
and acknowledgment letter.

Very truly yours,

patricia schumacker
Patricia Schumacker

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INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO SCHEDULE NO.

AMENDMENT NO. 1 (the "Amendment") to Schedule No. 6 (the "Schedule") dated as of June 2, 1989 to that certain Lease Agreement, as amended and dated as of May 5, 1988 (the "Agreement") between ITEL RAIL CORPORATION, as lessor ("Lessor"), and HARTFORD AND SLOCOMB RAILROAD COMPANY, as lessee ("Lessee"), is made this 8th day of September, 1989.

R E C I T A L S:

- A. Lessor and Lessee are parties to the Schedule pursuant to which one hundred thirty-six (136) flatcars (the "Cars") bearing the reporting marks HS 902050 - 902660 (n.s.) have been leased to Lessee by Lessor.
- B. Lessor has served notice to Lessee to terminate fourteen (14) Cars from the Schedule in a letter dated August 16, 1989.
- C. With Lessor's consent, fifty (50) of the Cars have been put into an Agreement for Assigned Service with Massachusetts Central Railroad Company ("MCER") as of August 3, 1989, and forty-three (43) of the Cars have been put into an Agreement for Assigned Service with Wisconsin & Southern Railroad Company ("WSOR") as of August 17, 1989.
- D. Both Lessor and Lessee desire that Cars in assigned service be leased to Lessee in schedules to the Agreement which distinguish them from other Cars in the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement and the Schedule shall have the meanings defined therein when used in this Amendment.
- 2. The fourteen cars terminated by the letter dated August 16, 1989 will be terminated from the Agreement upon remark.
- 3. The fifty (50) Cars assigned to MCER shall be removed from the Schedule and leased to Lessee under the terms and conditions of Schedule No. 7 dated as of August 16, 1989, and the forty-three (43) Cars assigned to WSOR shall be removed from the Schedule and leased to Lessee under the terms of Schedule No. 16 yet to be fully executed.
- 4. There will remain subject to the Schedule twenty-nine (29) Cars, as designated in Exhibit A attached hereto.

5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement and Schedule shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

By: *[Signature]*

Title: *Senior Vice President Marketing*

Date: *September 8, 1989*

HARTFORD AND SLOCOMB
RAILROAD COMPANY

By: *[Signature]*

Title: *President*

Date: *8-28-89*

EXHIBIT A

CARS REMAINING SUBJECT TO SCHEDULE NO. 6

Exhibit A to Amendment No. 1 dated as of September 8, 1989 to Schedule No. 6 dated as of June 2, 1989 to the Master Lease Agreement, as amended, dated as of May 5, 1988 between ITEL RAIL CORPORATION, Lessor, and HARTFORD AND SLOCOMB RAILROAD COMPANY, Lessee.

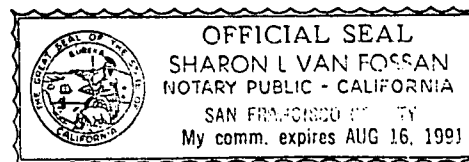
Car Reporting Marks and Numbers

HS 902613
HS 902614
HS 902616
HS 902618
HS 902619
HS 902620
HS 902621
HS 902622
HS 902626
HS 902627
HS 902628
HS 902629
HS 902631
HS 902632
HS 902633
HS 902635
HS 902640
HS 902645
HS 902646
HS 902647
HS 902648
HS 902649
HS 902650
HS 902652
HS 902654
HS 902657
HS 902658
HS 902659
HS 902660

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 8th day of September, 1989, before me personally appeared E. LOYD MANASSO Senior Vice Marketing, to me personally known, who being by me duly sworn says that such person is ~~President and Chief Executive Officer~~ of Itel Rail Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public



STATE OF ALABAMA)
) ss:
COUNTY OF HOUSTON)

On this 28 day of August, 1989, before me personally appeared C. F. Fischer, III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan Thompson
Notary Public